

1 ALLISON M. BROWN (Admitted *Pro Hac Vice*)
2 alli.brown@kirkland.com
3 JESSICA DAVIDSON (Admitted *Pro Hac Vice*)
4 jessica.davidson@kirkland.com
5 CHRISTOPHER D. COX (Admitted *Pro Hac Vice*)
6 christopher.cox@kirkland.com
7 **KIRKLAND & ELLIS LLP**
8 601 Lexington Avenue
9 New York, NY 10022
10 Telephone: (212) 446-4800

11 MICHAEL B. SHORTNACY (SBN: 277035)
12 mshortnacy@shb.com
13 **SHOOK, HARDY & BACON L.L.P.**
14 2121 Avenue of the Stars, Suite 1400
15 Los Angeles, CA 90067
16 Telephone: (424) 285-8330

17 PATRICK OOT (Admitted *Pro Hac Vice*)
18 oot@shb.com
19 **SHOOK, HARDY & BACON L.L.P.**
20 1800 K St. NW Ste. 1000
21 Washington, DC 20006
22 Telephone: (202) 783-8400

23 *Attorneys for Defendants*
24 UBER TECHNOLOGIES, INC.;
25 RASIER, LLC; and RASIER-CA, LLC

26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

Case No. 3:23-md-03084-CRB

**DEFENDANTS UBER TECHNOLOGIES,
INC., RASIER, LLC, AND RASIER-CA,
LLC'S REPLY IN SUPPORT OF MOTION
TO DISMISS CASES FOR FAILURE TO
COMPLY WITH PTO 5**

This Document Relates to:

Date: January 16, 2026
Time: 10:00 a.m.
Courtroom: 6 – 17th Floor

*Jane Doe LS 634 v. Uber Technologies,
Inc., et al., No. 3:25-cv-07323-CRB*

DEFENDANTS' REPLY IN SUPPORT OF MOTION TO DISMISS
CASES FOR FAILURE TO COMPLY WITH PTO 5

Case No. 3:23-MD-3084-CRB

1 *Jane Doe NLG (N.T.) v. Uber*
2 *Technologies, Inc., et al., No. 3:25-cv-*
3 *07540-CRB*

4 *Jane Doe NLG (N.H.) v. Uber*
5 *Technologies, Inc., et al., No. 3:25-cv-*
6 *08109-CRB*

7 *Jane Doe NLG 5 (A.H.) v. Uber*
8 *Technologies, Inc., et al., No. 3:25-cv-*
9 *08112-CRB*

10 *Jane Doe NLG (N.S.) v. Uber*
11 *Technologies, Inc., et al., No. 3:25-cv-*
12 *08186-CRB*

13 *Jane Doe NLG (D.S.) v. Uber*
14 *Technologies, Inc., et al., No. 3:25-cv-*
15 *08258-CRB*

16 *Jane Doe NLG 2 (J.C.) v. Uber*
17 *Technologies, Inc., et al., No. 3:25-cv-*
18 *08259-CRB*

19 *Jane Doe NLG (M.U.) v. Uber*
20 *Technologies, Inc., et al., No. 3:25-cv-*
21 *08264-CRB*

22 *Jane Doe NLG 2 (V.F.) v. Uber*
23 *Technologies, Inc., et al., No. 3:25-cv-*
24 *08545-CRB*

25 *Jane Doe NLG (J.O.) v. Uber*
26 *Technologies, Inc., et al., No. 3:25-cv-*
27 *08567-CRB*

MEMORANDUM OF POINTS AND AUTHORITIES

In their Motion to Dismiss Cases for Failure to Comply with PTO 5 (ECF 4490), Defendants Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC (collectively, “Defendants” or “Uber”) established that certain Plaintiffs had failed to produce a bona ride receipt or information form despite this Court’s order directing them to do so months ago. PTO 5, at 2-3, ECF No. 175. These Plaintiffs’ violation of the Court’s order impairs Uber’s ability to defend itself in this MDL and prepare for trial. *See Computer Task Group, Inc. v. Brody*, 364 F.3d 1112, 1116 (9th Cir. 2004). Uber’s request that the Court dismiss the Plaintiffs’ cases at issue in this motion without prejudice is entirely reasonable. Indeed, courts have repeatedly ordered cases to be dismissed *with* prejudice under similar circumstances. *See* Mot. at 2 (citing cases). Effective management of the Court’s docket, the public’s interest in a quick resolution, the prejudice to Uber from delay, and the inadequacy of lesser sanctions favor this result. *See Adriana Int’l Corp. v. Thoeren*, 913 F.2d 1406, 1412 (9th Cir. 1990).

Since Uber filed its Motion to Dismiss, four of the Plaintiffs¹ have subsequently filed, albeit delinquent, ride receipts and argue that they should be removed from the Motion to Dismiss, which Uber does not oppose.

One of the ten Plaintiffs at issue on this Motion is represented by Levin Simes LLP, and the remaining nine are represented by the Nachawati Law Group (“NLG”). Levin Simes LLP did not file a response to the Motion on behalf of their client, Plaintiff Jane Doe LS 634, which is in effect consenting to the requested dismissal. With respect to all other Plaintiffs at issue in Uber’s Motion, NLG opposes the Motion on the basis that “a plaintiff may become unavailable for various reasons as a litigation progresses” and thus counsel requests that the Court allow them to continue to try to reach out to Plaintiffs for an unspecified, and perhaps unlimited, amount of time (ECF No. 4619 at 4). Such a delay would unquestionably prejudice Defendants and prevent this Court from being able to manage its own docket. NLG also raises a number of unpersuasive arguments under the *Malone* factors, essentially claiming that Defendants have not been prejudiced by their failure to file a ride receipt, and

¹ Jane Doe NLG 5 (A.H.), Jane Doe NLG 2 (J.C.), Jane Doe NLG (M.U.), and Jane Doe NLG (J.O.).

1 that it is Plaintiffs who are actually prejudiced by Uber's Motion because Plaintiffs claim Uber
 2 purportedly did not comply with Local Rule 37-1's meet and confer requirement. ECF No. 4619 at 4-
 3 5. These assertions are meritless; every Plaintiff who is subject to Uber's motion received notice and
 4 warning of their noncompliance and the opportunity to cure, making dismissal an appropriate remedy.
 5 *See, e.g., Jackson v. United States*, 116 F.3d 484, 484 (9th Cir. 1997).²

6 ARGUMENT

7 **A. Uber withdraws its motion as to four Plaintiffs who have belatedly produced ride** 8 **receipts or information forms.**

9 NLG argues that the Court should deny Defendants' Motion to Dismiss as moot as to Plaintiffs
 10 Jane Doe NLG 5 (A.H.), Jane Doe NLG 2 (J.C.), Jane Doe NLG (M.U.), and Jane Doe NLG (J.O.).
 11 ECF No. 4619 at 3. Uber has confirmed that these Plaintiffs have in fact belatedly produced ride
 12 receipts or information forms. These Plaintiffs have not offered any excuse for their late submissions,
 13 and Uber should not have to incur the costs to file a dispositive motion in order for Plaintiffs to comply
 14 with their court-ordered obligations. Nonetheless, Uber withdraws its motion as to these Plaintiffs,
 15 although it reserves any potential arguments regarding prejudice and the sufficiency of Plaintiffs'
 16 submissions. Uber reserves the right to seek an award of sanctions, including recovery of its reasonable
 17 attorneys' fees and costs, as against Plaintiffs or counsel for continued disregard of this Court's orders.

18 NLG also argues that the Court should deny Defendants' Motion to Dismiss as moot as to Plaintiff
 19 Jane Doe NLG 2 (V.F.), on the same basis. However, unlike the four Plaintiffs listed above, Uber's
 20 records show that Plaintiff Jane Doe NLG 2 (V.F.) has not, in fact, produced a ride receipt or
 21 information form. As such, Defendants' Motion to Dismiss is not moot as to this Plaintiff.

22
 23
 24
 25
 26
 27 ² See Exhibit A for a chart consolidating all the Plaintiffs in the Motion to Dismiss and Uber's proposed
 28 actions with respect to each.

B. Plaintiffs’ failure to comply with this Court’s ride receipt deadline cannot be excused just because it is difficult to reach their own clients.

The thrust of NLG’s argument is that counsel have “diligently” tried to contact Plaintiffs in order to obtain ride receipt information from them, but have been thus far unsuccessful in contacting them. Specifically, the NLG Plaintiffs argue that:

We have been engaged to represent these women, were provided with information about their cases and contact information but have lost communication or have been unable to reach the clients, despite our best efforts. These efforts include numerous phone calls, emails, texts, letters, written communications, and full contact and address searches.... Simply put, while we have made every effort to reach these Plaintiffs to obtain a bona fide ride receipt or information sheet, we have not received any indication that these clients are actually aware that they have failed to comply with the Court’s Order. What we do know is that our process of reestablishing contact and communication with clients has been effective in many instances, and it is clear that these Plaintiffs are resurfacing over time and through the different contact methods we are using.

ECF No. 4619 at 4. Plaintiffs cite no legal authority in support of this argument, and in fact the Ninth Circuit has recognized that “difficulty in locating clients” or “inability to communicate” with them are not adequate excuses for the failure to comply with a court order. *In re Phenylpropanolamine Prods. Liab. Litig.*, 460 F.3d 1217, 1233 & 1242 (9th Cir. 2006). After all, Plaintiffs’ court-ordered obligations “stem[] from the plaintiffs’ own choice to file mass-joinder cases.” *Id.* at 1233. By choosing to file litigation, Plaintiffs have agreed to take on the burdens of compliance with court orders, which are by their nature sometimes personally challenging, but regardless, “compliance is not optional.” *Capolupo v. Ellis*, No. 18-cv-07458-RMI, 2019 WL 2327883, at *7 (N.D. Cal. May 31, 2019).

C. Plaintiffs’ failure to comply with this Court’s ride receipt deadline cannot be excused and mandates dismissal under the first and second *Malone* factors.

NLG offers various excuses as to why their noncompliance is either understandable or minimal in context and why the Court should not be bothered by it. These attempts to explain away their noncompliance are unavailing. At bottom, the Court still has an abiding interest in safeguarding the

1 public's interest in expeditious resolution of the litigation and the Court's need to manage its own
 2 docket, as recognized by the *Malone* court. *Malone v. U.S. Postal Serv.*, 833 F.2d 128, 130 (9th Cir.
 3 1987). Plaintiffs cannot ignore this Court's obligation to zealously manage its own docket and protect
 4 the public's interest in expeditious resolution of the litigation. By choosing to file their lawsuits,
 5 Plaintiffs have agreed to take on the burdens of compliance with court orders, which are by their nature
 6 sometimes unpleasant or even "coercive," but regardless, "compliance is not optional." *Capolupo v.*
 7 *Ellis*, No. 18-cv-07458-RMI, 2019 WL 2327883, at *7 (N.D. Cal. May 31, 2019).

8 NLG also complains that it "has already decreased the number of Plaintiffs with missing
 9 information and/or documents in a majority of cases that this issue has been raised," seemingly arguing
 10 that both Uber and the Court should accept its partial compliance as good enough. ECF No. 4619 at
 11 6. However, it cannot be overstated that this is not a class action but an MDL and Plaintiffs' cases
 12 remain "fundamentally separate actions," even where they share attorneys. *In re Korean Air Lines Co.*,
 13 642 F.3d 685, 700 (9th Cir. 2011). Plaintiffs have individual discovery obligations and cannot take
 14 advantage of being in an MDL to avoid them. *Sanchez v. Autozone, Inc.*, No. 14-CV-01347 DDP-
 15 PLA, 2018 WL 6137165, at *5 (C.D. Cal. Mar. 27, 2018). The fact that some *other* NLG Plaintiffs
 16 have submitted ride receipts does not excuse the failure of the NLG Plaintiffs at issue here to comply
 17 with this Court's order to timely submit a ride receipt or information sheet, any more than the fact that
 18 other plaintiffs in other cases have complied with other court orders. As the Court put it in *Holley v.*
 19 *Gilead Sciences, Inc.*, MDLs "are not class actions. You have 1,000 clients, roughly. You have 1,000
 20 clients with 1,000 individual cases. You're going to have to litigate a thousand individual cases. There
 21 it is. That's a burden you willingly accepted because you thought it was a good strategy and, because
 22 you're a profit-making enterprise, you thought you would make more money that way, I guess." No.
 23 C-18-6972 JST (N.D. Cal. Jan. 21, 2021), Tr. at 12:13-24.

24 Notwithstanding these proffered justifications for flouting this Court's orders, the Court still
 25 has a heavy interest in managing its own docket and safeguarding the public's interest in expeditious
 26 resolution of this litigation, and these factors militate in favor of dismissal.

D. Uber has been prejudiced by Plaintiffs’ failure to timely submit a ride receipt and thus the third *Malone* factor has been satisfied.

The NLG Plaintiffs contend that their failure to comply with this Court’s Order to timely submit a ride receipt does not “impair Uber’s ability to go to trial because the only further case-specific discovery that will take place is in those cases set for bellwether trials.” ECF No. 4619 at 7. Plaintiff argues that Defendants’ reliance on *In Re Phenylpropanolamine (PPA) Product Liability Litigation* is misplaced because, in *PPA*, the failure to submit a PFS in that case prevented other discovery deadlines from being triggered, but the court in *PPA* did not rely on that fact at all. Rather, the court stated that “[f]ailing to produce documents as ordered is considered sufficient prejudice” and “[t]he law also presumes prejudice from unreasonable delay.” *PPA*, 460 F.3d at 1227. The *PPA* Court further recognized the risk that “[f]ailure to produce information without a good reason increases the risk of prejudice from unavailability of witnesses and loss of records.” *Id.* at 1234. The same is true here. Plaintiff’s failure to provide a bona fide ride has prejudiced Uber’s overall ability to defend itself given the absence of substantive information about the individual plaintiffs or their injuries outside the allegations of the complaint. *See In re Bextra & Celebrex Mktg. Sales Pracs. & Prods. Liab. Litig. (In re Bextra)*, No. 05-CV-01699CRB, 2007 WL 136625, at *1 (N.D. Cal. Jan. 12, 2007). And Uber will also have to contend with the danger that evidence and memory will be lost with the Plaintiffs’ delay in submitting their bona fide receipt and ride information form. *Id.* The prejudice to Uber is particularly acute given that it must prepare to defend thousands of cases in a short time frame. *See In re Guidant Corp. Implantable Defibrillators Prods. Liab. Litig. (In re Guidant)*, 496 F.3d 863, 867 (8th Cir. 2007). By failing to timely submit information that should be readily available to them, Plaintiffs are unfairly, and now knowingly, depriving Uber of time it needs to prepare its defenses in this complex litigation.

Indeed, the ride receipts that Plaintiffs were ordered to produce are necessary to provide the most basic information about where and when the alleged incidents occurred. Uber needs time to meaningfully follow up on this information and incorporate it into its litigation strategy. *Payne v. Exxon Corp.*, 121 F.3d 503, 508 (9th Cir. 1997). This is especially true in this multidistrict litigation where Uber faces “time pressure” to investigate over 2,800 claims. *In Re Guidant*, 496 F.3d at 867.

1 And, it also true that Uber has been prejudiced by the increased costs and burdens of litigation from
 2 having to repeatedly remind Plaintiffs of their Court-ordered obligation to produce this basic
 3 information, monitoring productions for thousands of plaintiffs, preparing Notices of Delinquency,
 4 and engaging in motion practice. *See Mendia v. Garcia*, 2017 WL 6210603, at *12 (N.D. Cal. May
 5 31, 2017) (dismissing case because Plaintiff's inaction had drawn out the proceedings, placed
 6 unnecessary burdens on Defendants and the Court, and prevented the parties from engaging in
 7 meaningful settlement negotiations). These Plaintiffs have not provided the required ride receipt or
 8 information, which has substantially prejudiced Uber, thus dismissing their cases without prejudice is
 9 warranted.

10 **E. Plaintiffs' failure to comply with the Court's order overrides the public policy favoring**
 11 **disposition on the merits, and no less drastic sanction is available.**

12 Although disposition on the merits is generally preferred, in cases like this one, a "Plaintiff's
 13 inaction outweighs merit-based preference." *Torres v. General Motors LLC*, No. 24-cv-02474-BEN-
 14 JLB, 2025 WL 1435524, at *2 (S.D. Cal. May 16, 2025); *see also Collins v. Laborers Int'l Union of*
 15 *N. Am.*, No. 24-3937, 2025 WL 1895310, at *2 (9th Cir. July 9, 2025) ("the district court did not abuse
 16 its discretion in determining the factors supporting dismissal outweighed the public policy favoring
 17 disposition on the merits"). Courts have recognized that dismissal is an appropriate remedy where a
 18 party has previously been warned about its non-compliance with a court order and still failed to
 19 comply. *Jackson*, 116 F.3d at 484; *Degrelle v. Simon Wiesenthal Center*, 883 F.2d 1023 (9th Cir.
 20 1989); *Hilton v. Pagani Worldwide LLC*, No. 19-cv-01848-VC, 2020 WL 2528935, at *4 (N.D. Cal.
 21 April 16, 2020).

22 NLG argues that there is a less drastic measure available, such as allowing "additional time to
 23 reach this Plaintiff." ECF No. 4619 at 9. But, as explained in Uber's Motion, courts have rejected
 24 excuses of the sort NLG proffers here, including "the difficulty in locating clients, the debilitating
 25 nature of the injuries issue, and the burden of complying with other case management orders." *In re*
 26 *PPA*, 460 F.3d at 1233; *see also In re Deepwater Horizon*, 907 F.3d 232, 324 (5th Cir. 2018)
 27 (plaintiffs' counsel argued "they were having technical filing issues, and that they had 'clients that

[were] out of town, out of the country, or working offshore and unable to respond to counsel.””) (alterations in original) (citation omitted)). Indeed, Uber is not even requesting dismissal *with* prejudice—a sanction that MDL courts have repeatedly found warranted in light of noncompliance. *E.g.*, *In re Bextra*, 2007 WL 136625, at *2; *In re Gen. Motors LLC Ignition Switch Litig.*, No. 14-MD-2543 (JMF), 2019 WL 12048517, at *2 (S.D.N.Y. Sept. 9, 2019). These orders are regularly affirmed on appeal. *E.g.*, *In re PPA*, 460 F.3d at 1232–34; *In re Taxotere (Docetaxel) Prods. Liab. Litig.*, 966 F.3d 351 (5th Cir. 2020); *In re Guidant*, 496 F.3d at 865–66. What Uber is seeking—dismissal *without* prejudice—is, in fact, a less drastic sanction than is certainly warranted by existing law. What Plaintiffs want is open-ended permission to ignore the Court’s order to submit a ride receipt, which would be contrary to law and highly prejudicial to Uber.

F. Meeting and conferring would have been futile.

NLG’s response also argues that Uber’s Motion prejudices Plaintiffs because Uber should have met and conferred with Plaintiffs before filing its motion. ECF No. 4619 at 4-5. But there was nothing for Uber and the Plaintiffs to meet and confer about – parties lack the power to agree among themselves to disregard deadlines set forth in a court order. *In re Toy Asbestos*, No. 19-cv-00325-HSG, 2021 WL 1056552, at *3 (N.D. Cal. March 19, 2021) (“The parties are not free to disregard Court orders, whether they agree among themselves or not.”); *Brown v. Wescott*, No. C13–369 MJP, 2013 WL 6670252, at *4 (W.D. Wash. Dec. 18, 2013) (“The Parties do not have the power to alter Court orders setting deadlines by entering into side agreements.”). And even if the parties could agree to disregard the Court’s orders, NLG admits that it has lost contact with its clients, and therefore would not have authority to enter into agreements with Uber. The meet and confer requirement can be excused where, as here, meeting and conferring would be futile. *Tapgerine, LLC v. 50Mango, Inc.*, No. C 16-06504, 2017 WL 1956874, at *3 (N.D. Cal. May 11, 2017). And regardless, Uber and NLG have repeatedly discussed the Plaintiffs’ failure to submit bona fide receipts and information forms.

G. Conclusion.

Plaintiffs’ failure to comply with court orders and rules continues. Plaintiffs’ continued failure to comply with court orders and rules persists beyond reasonable delay and veers into intentional

1 avoidance of Court-mandated deadlines. Plaintiffs' Oppositions raise procedural and substantive
2 objections, but none of them change the basic facts here: despite many months in which to do so,
3 Plaintiffs have still not complied with the Court's Order to submit a bona fide ride receipt or
4 information form. Their excuses for failing to do so are insufficient and Uber has been prejudiced in
5 its ability to defend its case. This Court should take the same approach as other MDL courts and
6 dismiss these Plaintiffs' claims without prejudice.

7
8 Dated: December 17, 2025

SHOOK, HARDY & BACON L.L.P.

By: /s/ Michael B. Shortnacy

9
10 MICHAEL B. SHORTNACY (SBN: 277035)

mshortnacy@shb.com

11 **SHOOK, HARDY & BACON L.L.P.**

2121 Avenue of the Stars, Suite 1400

12 Los Angeles, CA 90067

13 Telephone: (424) 285-8330

14 Facsimile: (424) 204-9093

15 *Attorney for Defendants*

UBER TECHNOLOGIES, INC.,

16 RASIER, LLC, and RASIER-CA, LLC